

**INDIANA SMALL LOAN LAW**  
**BORROWER RIGHTS AND RESPONSIBILITIES**

Please take the time to carefully review the information contained in this pamphlet. It is designed to advise you of your rights and responsibilities in connection with obtaining a small loan in Indiana pursuant to Indiana Code 24-4.5-7-104 *et seq.* If you have any questions about small loans or want additional information, you may contact the State of Indiana Department of Financial Institutions toll-free at (800) 382-4880 or on the Internet at <http://www.in.gov/dfi/>.

**In General:** You are responsible for evaluating whether a small loan is right for you. Alternatives may include, among other things, less expensive short-term financing from another financial institution, family, or friends, a cash advance on a credit card, an account with over-draft protection, or a loan repayable over several months.

**Notice from Lender:** The lender is required to provide you with a clear and conspicuous printed notice advising you that, among other things, a small loan is not intended to meet long-term financial needs and that you should use a small loan only to meet short-term cash needs.

**Limitations on Security Interest:** The lender cannot require you to provide more than one check or authorization to debit your account as security for any small loan. The check or authorization to debit may not exceed the amount advanced to or on behalf of the borrower plus loan finance charges contracted for and permitted. A small loan may not be secured by personal property of any type other than a check or electronic debit authorization.

**\$500 Maximum/Fourteen Day Minimum Term:** A lender cannot have loans (either single or in the aggregate) outstanding to you at any one time in the principal amount/ amount financed of more than \$500. A lender cannot make a small loan to a borrower who has two (2) or more small loans outstanding, regardless of the total value of the small loan. By law, the due date of your loan must be at least fourteen days after the date that money is advanced to you.

**Loan Amount, Charges, etc.:** The lender is prohibited from making a small loan to you that exceeds 15% of your monthly gross income.

Finance charges on the first \$250 of a small loan are limited to 15% of the principal (i.e. \$30 on a \$200 advance). Finance charges on a small loan greater than \$250 and less than or equal to \$400 are limited to 13% of the amount over \$250 and less than or equal to \$400 (i.e. \$44 on a \$300 advance). Finance charges on the amount of the small loan greater than \$400 and not more than \$500 are limited to 10% of the amount over \$400 and not more than \$500 (i.e. \$62 on a \$450 advance).

Other than the specific fees and costs discussed in the section of this pamphlet entitled "Failure to Repay" (see below), no additional amounts may be directly or indirectly charged, contracted for, collected, received, or recovered by the lender. You may receive your loan proceeds in the form of a check from the lender. The lender cannot charge you a fee for cashing their check. Similarly, a check casher affiliated with the lender cannot charge you a fee for cashing the lender's check.

**Written Agreement:** The lender must provide you with a written loan agreement, which must be signed by both you and an authorized representative of the lender. The loan agreement is a binding, legal document which requires you to repay the loan. Make sure you read the entire loan agreement carefully before signing and dating it. The lender must provide you with a duplicate original of the loan agreement at the time of your loan transaction.

**Right to Cancel:** You have the right to cancel your small loan at any time prior to the close of business on the next day the lender is open following the date your small loan is made by paying the lender the amount advanced to you

in cash, certified check, authorized account debit, cashier's check, money order or, if the lender is equipped to handle such payments, by using a credit or debit card.

**Partial Payments:** You have the right to make partial payments in any amount on your small loan at any time before the due date without charge. You have the right to receive signed, dated receipts for each payment made showing the amount paid and the balance due on the small loan.

**No Renewals:** The lender cannot renew, repay, refinance, or consolidate your small loan with the proceeds of another small loan made to you by the lender. On the due date of your loan, you must either pay the lender in full by cash or allow the lender to deposit your personal check that they are holding or by debiting your account by written authorization.

**Consecutive Small Loans:** After an initial loan and five subsequent consecutive loans, the lender may not provide you with another small loan within seven (7) days after the due date of the fifth consecutive loans. You and the lender can agree to enter into a simple interest loan payable in more than four (4) installments. The Annual Percentage Rate (APR) on this loan cannot exceed 36% on loans with an amount financed up to \$990 as per IC 24-4.5-3-508 effective July 1, 2004. The purpose of this provision is to help keep borrowers from being on a debt treadmill where they cannot payoff their loan.

**Failure to Repay:** Pay back your loan! Know when your payment is due and be sure to repay your loan on time and in full. You are responsible for having sufficient funds in your checking account on the due date of your loan so that your check does not bounce if the lender deposits it in his account.

If you cannot or do not repay the loan, then the lender is permitted to recover from you a charge, not to exceed \$20, for each returned check, dishonored check, etc. This charge may only be assessed one (1) time regardless of how many times a check or authorization to debit your account is dishonored.

The lender is prohibited from threatening or beginning criminal proceedings against you if a check you provide to the lender bounces.

**Debt Management and Credit Counseling Services:** Debt management companies can provide assistance to consumers who need help reorganizing their debts. In addition, consumer credit counseling services can provide valuable financial education and budgeting advice. They can work with consumers and their creditors to coordinate repayment agreements and to help make their finances more manageable. To obtain a list of such companies, consult the business section of your phone book. The use of a credit counseling service will most likely result in charges to be paid by the consumer; therefore, when seeking help from a credit counselor, the consumer should ask for a full disclosure of the total cost, the benefits to be provided, and all other related information. Many organizations offer this service at charges much less than their competitors, so the consumer should always compare costs.

**Complaints and Contacting the Department of Financial Institutions.** For assistance with any complaints you may have against a small loan lender, please contact the Indiana Department of Financial Institutions toll-free at (800) 382-4880 or on the Internet at <http://www.in.gov/dfi/>.

LENDER NAME  
LENDER ADDRESS  
CITY, STATE ZIP CODE  
PHONE  
FAX